

EXHIBIT 2

EXHIBIT A

AGREEMENT

Between

BWAY MANUFACTURING, INC.

And

**MACHINERY, SCRAP, IRON, METAL
AND STEEL CHAUFFEURS,
WAREHOUSEMEN, HANDLERS,
HELPERS, ALLOYS FABRICATORS,
THEATRICAL, EXPOSITION,
CONVENTION AND TRADE
SHOW EMPLOYEES UNION
LOCAL NO. 714, I.B. OF T.C.W. AND H. OF A.**

March 3, 2003

Through

March 6, 2006

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THIS AGREEMENT is made and entered into this 5th day of April, 2003, by and between BWAY Manufacturing, Inc., 3400 North Powell Avenue, Franklin Park, Illinois 60131, hereinafter referred to as the "COMPANY" and the MACHINERY, SCRAP IRON, METAL & STEEL CHAUFFEURS, WAREHOUSEMEN, HANDLERS, HELPERS, ALLOY FABRICATORS, THEATRICAL, EXPOSITION, CONVENTION & TRADE SHOW EMPLOYEES UNION, LOCAL NO. 714, I.B. OF T.C.W. AND H. OF A., hereinafter referred to as the "UNION."

ARTICLE I

RECOGNITION - UNION SHOP - CHECK OFF

(a) The Company recognizes the Union as the sole and exclusive bargaining agent for all its production and maintenance employees, excluding office and clerical employees, shipping clerks, watchmen, and guards, and professional and supervisory employees as those terms are defined in the Labor Management Relations Act of 1947.

(b) It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union.

(c) The Union will not request the discharge of any employee on account of the employee's failure to pay his or her Union dues without first giving the Company seven (7) calendar days notice during which time the Company may assist the delinquent employee to pay his or her Union dues.

(d) On the first payday of every month, the Union dues for that month owed by each employee covered by this Agreement shall be deducted by the Company from the pay of each employee who has so authorized the Company in writing. The initiation fee owed by each employee covered by this Agreement, who has signed and delivered to the Company a written authorization therefore, shall be deducted in three (3) equal installments on each of the first three (3) paydays, excluding the first payday of the month, following the date the employee joins the Union and executed and delivered to the Company written authorization for such deduction. Such deduction of dues and initiation fee shall be turned over to the Secretary-Treasurer of the Union not later than ten (10) days after the respective dates of deduction.

(e) The Union agrees to indemnify and protect the Company against any liability arising from the check-off of the membership dues and initiation fees from any employee's wages.

ARTICLE II

HOURS OF WORK - OVERTIME

- (a) *Definition of Work Day.* A day is the twenty-four (24) hour period beginning with the start of the employee's shift. The "basic work day" is eight (8) consecutive hours of work in the twenty-four (24) hour period. The "continuous operations work day" is twelve (12) consecutive hours of work in the twenty-four (24) hour period.
- (b) The "basic work week" is made up of five (5) "basic work days". Monday through Friday. The "continuous operations work week" is made up of three (3) or four (4) scheduled "continuous operations work days". Sunday day shift through Saturday night shift.
- (c) *Shift Starting Time.* The basic work week will commence with the beginning of the Third (3rd) shift on Sunday and end at the conclusion of the Second (2nd) shift on Friday. A shift starting between 10:00pm and 12:00 midnight will be considered Third (3rd) shift. A shift starting between 6:00am and 8:00am will be considered First (1st) shift. A shift starting between 2:00pm and 4:00pm will be considered the Second (2nd) shift. The "continuous operations work week" will commence with the beginning of the day shift on Sunday and end at the conclusion of the night shift on Saturday. Management retains the right to establish, change, or modify shift starting and ending times with advance notice to affected employees.
- (d) Article II (a) and Article II (b) are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or as a guarantee of days of work per week. This shall not prevent the Company from, and the Company shall have the right, at its discretion, to have a longer work week than forty (40) hours and may do so by having the hours in excess of forty (40) worked on Saturday and Sunday or by working longer than eight (8) hours a day Monday through Friday, or both, and shall not prevent the Company from, and the Company shall have the right, at its discretion, to require employees to work in excess of eight (8) hours a day or forty (40) hours a week and to have additional shifts.
- (e) *Overtime - Basic Work Week.* In a basic work week, all hours worked in excess of forty (40) during the work week and in excess of eight (8) consecutive hours in a work day shall be paid at the overtime rate of one and one-half (1 1/2) times the employee's straight time rate of pay. If the employee works all his/her scheduled hours, all work on Saturday will be computed at one and one-half (1 1/2) times the employee's straight time hourly rate of pay. Work performed after eight (8) hours on Saturday shall be paid at the overtime rate of two times the employee's straight time hourly rate. The Company will pay an employee two (2) times his/her regular straight time hourly rate for all hours he/she is required to work over twelve (12) hours a day. The Company will pay two (2) times the employee's regular straight time

hourly rate of pay for all production work performed on Sunday. There shall be no pyramiding of overtime.

If a shift starts on the day before and finishes on a Saturday, Sunday, or holiday or starts at midnight Friday or Saturday or midnight of the day preceding the holiday or within one-half (1/2) hour of such times, Saturday, Sunday, or holiday premiums shall not be paid for that shift.

- (f) *Overtime - Continuous Operations Work Week.* In a continuous operations work week, all hours worked during the work week in excess of forty (40) shall be paid at the overtime rate of one and one-half (1 1/2) times the employee's straight time rate of pay. If the employee works all his/her scheduled hours, all hours worked on an unscheduled day will be computed at one and one-half (1 1/2) times the employee's straight time hourly rate of pay. All hours worked over twelve consecutive hours will be computed at one and one-half (1 1/2) times the employee's straight time hourly rate of pay. The Company will pay two (2) times the employee's regular straight time hourly rate of pay for all hours worked over 60 during the work week. Overtime will be mandatory for an additional 4 hours a day for a total of 16 hours. The Company will not schedule an employee to work more than 16 hours per day. There shall be no pyramiding of overtime.

Paid vacation time off will be counted as hours worked for overtime purposes. The 25 minute paid lunch will be counted for overtime after scheduled hours are worked.

- (g) *Authorization.* Any employee not reporting for work during the work week shall first receive authorization from the Company before reporting to work on a weekend day or unscheduled day.

- (h) *Scheduled Trade.* With advanced notice and prior approval, employees will be allowed to trade work for legitimate personal reasons. The trade cannot result in additional overtime pay for either employee.

- (i) *Overtime Opportunity.* Whenever overtime is scheduled either on a daily or weekend basis for less than the entire shift, classification or department, it will be offered to qualified employees:

1. By seniority on a rotation basis within the classification or department. Weekend overtime will be rotated separately from weekend overtime, and weekend overtime will be rotated separately from weekday overtime.
2. If the employee refuses (treated as if worked) it will then be offered to the next employee in seniority in the classification or department.

3. If no one in the classification or department volunteers, it will be offered to senior qualified employee(s) not previously scheduled to work (i.e., no rotation).
4. If no one volunteers in the plant, then the employee originally asked must work the overtime assigned.
5. Holiday overtime will be by seniority in classification, department and shift. Seniority only, no rotation.

The scheduling of overtime by departments or classifications shall be as follows:

Department 1 - coaters, stackers, paint room attendant, waxer operator, roller cutter, production driver, setup person

Department 2 - warehouse driver, sorting driver, banders, stilter operator, shipping and receiving driver, sorter

Department 3 - maintenance and janitor

Once an employee is scheduled he/she is obligated to report as scheduled.

Whenever an employee is contacted to come in and work extra hours prior to the scheduled starting time, the employee must report for work within two (2) hours after being contacted or the employee will be considered tardy.

Whenever possible the Company will notify employees of scheduled overtime work by the end of the shift two days prior to the day the overtime is required.

For "continuous operation" overtime, employees will only have a right to overtime opportunities on their regularly assigned shift.

The Company has thirty (30) work days to correct any overtime assignment problems that may have occurred.

- (i) Any employee called from home to return to work after completion of his regular shift shall be paid a minimum of four (4) hours overtime if on a "basic work week", six (6) hours if on a "continuous operations work week".

- (k) *Rest and Lunch Periods.* The Company shall provide two (2) paid ten (10) minute rest periods and one (1) paid twenty (25) minute lunch period during a "basic work day". An additional ten (10) minute rest period will be added for a "continuous operation day". All rest periods are to be scheduled by the Company. All equipment will be operated during lunch and rest periods and adjacent lines will be self relieving.

- (j) If, during the term of this Agreement, the Company enters into an agreement to pay employees represented by the GCIU premium pay for straight time hours worked during a continuous operation schedule, the Company will implement the same premium pay for employees represented by the Union, effective the payday following the date the agreement with the GCIU is ratified by its members.

ARTICLE III

PAYDAY

- (a) All employees covered by this Agreement shall be paid weekly. The Company's payroll period may, but need not, correspond with the work week.

ARTICLE IV

HOLIDAYS

- (a) All non-probationary employees covered by this Agreement on a "basic work week" shall receive eight (8) hours of straight time hourly rate for the following holidays when not worked, regardless of which day of the week the holiday falls on. All non-probationary employees covered by this Agreement on a "continuous operations work week" shall receive eight (8) hours of pay at straight time hourly rate if the holiday falls on an unscheduled work day, twelve (12) hours of pay at straight time hourly rate if the holiday falls on a scheduled work day, for the following holidays when not worked:

1. New Year's Day
2. Good Friday (Easter Sunday for continuous operations)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Full Day before Christmas
9. Christmas Day
10. Full Day before New Year's Day

For employees on a "basic work week", whenever any of the above named full day holidays fall on Sunday, the following Monday shall be observed as the holiday. Whenever any of the above named full day holidays falls on Saturday, the previous Friday shall be observed as the holiday. Whenever the two (2) Christmas and New Year's holidays fall on Saturday and/or Sunday, regular work week day(s) shall be observed as the holiday.

Employees requesting Martin Luther King's Birthday off without pay must give the Company at least two (2) weeks advance notice of their desire to take that day off and will not be charged for that time off under the Corrective Attendance Program.

(b) Any employee on a "basic work week" reporting for work on a holiday at the Company's request will receive eight (8) hours work or eight (8) hours pay at double the straight time rate, and the agreed day's pay for that holiday. Any employee on a "continuous operations work week" who works on one of the scheduled holidays at the Company's request on a scheduled work day will receive 12 hours of pay plus double time (2X) for all hours worked for a maximum of 36 hours of pay. If the holiday falls on the employee's day off, the employee will receive 8 hours of holiday pay plus double time (2X) for all hours worked for a maximum of 32 hours of pay.

(c) It is agreed and understood that in order for an employee to qualify for holiday pay, he must have worked all scheduled hours on the last scheduled work day prior to the holiday and all scheduled hours on the first scheduled work day after the holiday. If an employee is absent due to sickness, accident, or leave of absence exceeding a twenty (20) consecutive regular work day period in which the holiday occurs, the employee will not be entitled to holiday pay. If a holiday occurs during a period of time when an employee is laid off, the employee will not be eligible for holiday pay. However, if an employee is not on layoff and suffers a reduction of work as a result of a plant or line shutdown of one (1) week, the employee will receive all pay for holidays occurring during the plant or line shutdown. In addition, if an employee at the Company's request volunteers for a personal leave of absence in lieu of a layoff of one (1) week, the employee will be eligible for any pay for holidays occurring during that leave. The provisions of this paragraph in respect to qualifying for holiday pay may be modified in cases of illness or other legitimate reasons at the option of the Company.

ARTICLE V

HIRING, SENIORITY, PROMOTIONS AND TRANSFERS

(a) The service of a new employee shall be probationary for a period of ninety (90) working days from the employee's first date of employment during which time the Company shall have the right to dismiss the employee which can include a dismissal for any absence regardless of the reason at the Company's option without recourse, and this dismissal shall not be subject under the grievance procedure set forth in this Agreement.

(b) When a layoff occurs, the Company will recognize seniority, provided the more senior people are qualified to perform the work available. Any employee affected by a reversal of continuous operations, production cutback, or layoff, has the ability to bump back into any job and shall they previously occupied and are qualified to perform. The employee electing to bump into another classification shall bump the junior employee in that classification provided he/she has more plant wide seniority. Also, a senior employee who volunteers for a layoff cannot change his or her mind. The employee must remain on layoff until recalled. The Company shall not hire

any new employee unless all present regular employees in the same job classification, who are qualified to do the work available, are working the full forty (40) hour work week. However, the Company may hire temporary employees for a period not to exceed one (1) work week to perform work not regularly performed by the employees covered by this Agreement, provided that temporary employees are not hired during any two (2) consecutive work weeks while any permanent employees are on layoff.

If an employee is restored to his original job after a layoff, said employee should be restored immediately to the prevailing rate of pay for the job.

(c) Company agrees to post all job openings on the bulletin board for at least three (3) working days. Seniority, then ability prevailing. The bid sheet once posted is valid for a period of ninety (90) calendar days. Employees signing their names can be considered for the job bid noted during the 90 calendar day period in the order of seniority provided the employee is qualified. In the event no one bids or the employees bidding for the job opening noted are not qualified for that position, the Company can hire from the outside. The Company has the right to administer appropriate tests to determine the employee's ability, and it shall be the Union's right to challenge said test.

(d) Employees will be transferred or promoted to other jobs within four (4) calendar weeks after their bid is accepted and shall immediately receive the top rate of the job. In the event the Company takes longer than two (2) calendar weeks to transfer an employee to a new position for which the employee successfully bid, the employee will receive the new rate retro back to the two (2) week period of time in the form of a rate increase. A sixty (60) calendar day training period will be given to employees transferred or promoted. If the employee fails to perform the new job, such as producing poor quality, has hazardous work habits, or causes too much work stoppage, the employee may be returned to his previous job in less than sixty (60) calendar days. Also, the employee can disqualify himself for the bid position up to sixty (60) calendar days provided the Company is given at least a minimum of one (1) week's advance notice. If the employee disqualifies himself with at least one (1) week's advance notice, the employee will be returned to his previous job.

In the event an employee's training period is interrupted by either a personal, medical leave of absence or layoff, the employee will be granted additional time to cover the period of time lost due to such leave and/or layoff.

Employees can bid either laterally or upward on job openings on the same or a different shift.

(e) Whenever an employee bids on a new job and receives a sixty (60) work day training period, the employee must stay on that job for a period of one year. If the employee remains on the job after the sixty (60) work day training period, the employee cannot bid or transfer off for a period of one (1) year unless the Company and the employee mutually agree that the employee will move to another job during the one (1) year period.

(i) When promoted by the Company's option to a classification calling for a higher rate of pay, the employee shall receive the higher rate of pay immediately.

(g) If, during the term of this Agreement, the Company permanently closes the Franklin Park plant, employees shall have transfer rights to any new plant operated by the Company within 50 miles of the Franklin Park plant.

(h) Employees shall be allowed a twenty-five (25) minute lunch period with pay.

(i) Rest periods for employees working a regular eight (8) hour shift will be:

8 hour shift schedule - two (2) ten (10) minute rest periods to be scheduled by the Company

10 hour shift schedule - three (3) ten (10) minute rest periods to be scheduled by the Company

12 hour shift schedule - four (4) ten (10) minute rest periods to be scheduled by the Company

(j) The Chief Steward shall have super seniority for layoffs provided the Chief Steward is qualified.

(k) If an elected Steward is not working on a shift, the Chief Steward shall appoint a temporary Steward for that shift, with proper notification to be given to the Company. If the Chief Steward fails to do so, the Company shall be relieved of any obligation arising under this Agreement to call upon or to contact a Steward during any shift when there is no elected Steward working.

(l) Employees will lose their seniority rights when:

1. The employee accepts outside employment during any kind of leave, whether for maternity, Work Comp, regular medical or personal leave of absence.
2. The employee is laid off for more than six (6) months.
3. The employee fails to return after being recalled from a layoff within three (3) work days after proper notification is sent out.
4. The employee is on a Non-Work Comp medical leave for more than nine (9) months.
5. The employee is on a Work Comp medical leave for more than twelve (12) months.
6. Any employee absent for three (3) consecutive work days without calling in will be treated as a quit.
7. Any employee on a personal leave of absence must return the next scheduled work day or be treated as a quit, unless the employee is unable to do so because of a verified legitimate reason.

ARTICLE VI VACATIONS

(a) The Company agrees to the following vacation plan:

<u>Length of Service</u>	<u>Amount of Paid Vacation</u>
1 year	1 week
2 years	2 weeks
5 years	3 weeks
15 years	4 weeks

(b) To be eligible for their first vacation, an employee must complete one (1) year of service and worked 1,400 hours during that year which will include vacation and holiday hours not worked. Thereafter, the amount of vacation will be determined by their length of service and their working 1,400 hours (vacation and holidays not worked will be included) during each calendar year.

(c) Vacation pay will be paid to each qualified employee prior to taking vacation provided that the employee gives written notice to the Human Resource Department of his or her vacation dates at least six (6) working days prior to the start of the vacation.

(d) Vacation shall be computed at the particular employee's straight time hourly rate in effect at the time of the employee's vacation, multiplied by forty (40) hours for each week of paid vacation to which an employee is entitled hereunder. For employees on a basic work week, all vacations will be taken in consecutive days with a minimum of five (5) days to be taken at one time. For employees on a continuous operation work week, vacation time off would be 3 or 5 days per week at employee's option for 40 hours of pay until December 31, 1999. Beginning 1/1/2000, vacation will be taken for all scheduled days from Sunday through Saturday in a scheduled week. All vacations shall commence on the first day of the work week unless otherwise agreed upon by the Company an employee.

(e) The Company can request an employee to take pay in lieu of time off for both the third and/or fourth weeks of vacation if the employee is qualified for that amount of vacation time off. Employees shall not accumulate vacation from one calendar year to the next.

(f) Employees will submit their vacation requests by not later than January 31 of each year. When scheduling vacations, seniority will prevail. The Company will consider any request from an employee who is eligible for four (4) weeks of vacation to take all or part of the four (4) weeks beginning in mid-week in order to save on airfare travel - employee must give the company at least

thirty (30) days advance notice. If employees do not return their vacation preference date(s) by the date required by the Company, those employees will forfeit their seniority for scheduling purposes. It is understood that the employees will have a minimum of sixty (60) calendar days from the time they receive their vacation preference forms until they must submit them to the Company. An employee will be able to take all eligible vacation at one time, providing the employee's seniority allows the employee to do so. At the option of the Company, not more than five percent (5%) of the employees may be on vacation at the same time.

(g) The Company recognizes that an employee may want to change their vacation preference once the schedule is finished. If the Company agrees, the employee may change their preference providing they had submitted their preference by the required date.

(h) In the event a holiday falls during the employee's vacation, such employee shall receive holiday pay in addition to the vacation pay he is entitled to, unless the Company and the employee otherwise agree. The Company will include holiday pay in an employee's vacation check distributed before the employee takes his or her vacation whenever a holiday occurs during the employee's vacation week. In the event the employee later fails to qualify for the paid holiday, the Company will deduct the holiday pay paid out from a subsequent payroll check.

(i) If an employee terminates his or her employment before the end of his or her calendar year, the employee will be eligible for a prorated vacation amount.

ARTICLE VII

CALL-IN PAY - BULLETIN BOARD

(a) In case there is a stoppage of work due to a breakdown of power or machine, lack of materials, or other causes beyond the control of the Company, affected employees will be assigned to other available work which they are capable of performing, during such time and be paid their regular hourly rate of pay or will be sent home and paid for the actual hours worked at the option of the Company. Refusal by affected employees to accept the work assigned shall remove any responsibility from the Company to give available work to those employees during the emergency period. In all other cases, it will be the Company's responsibility to notify the employees prior to the commencement of the work day that there is no work available or guarantee the employees four (4) hours work or equivalent pay if they report to work in the regular manner. Notice posted in the plant during the preceding work day shall be sufficient notice but other methods of notice may be used.

(b) The Company agrees to furnish a bulletin board for Union notices only.

ARTICLE VIII

FACILITIES AND TOOLS

(a) The Company shall supply sufficient lockers so that each employee shall have his own individual locker.

(b) The Company shall maintain a sanitary and adequate washroom and supply sufficient warm water, soap and towels for the employees.

(c) The Company shall furnish all gloves, gauges, rules and tools to employees required to use same when they begin employment or change jobs. Worn out gauges, rules and tools will be replaced by the Company upon return of the worn out gauges, rules, and tools. Replacements for all other reasons will be charged to the employee. New gloves will be issued upon return of used gloves. Any employee supplied with gloves, gauges, rules, and tools by the Company shall be responsible for returning such items upon the termination of his or her employment. Failure to return such items will result in the employee being charged the replacement cost.

(d) The Company will pay for safety prescription glasses for non-probationary employees (probationary employees will be eligible to receive this benefit when they complete their probationary period) when they are required as medication by written verification from the employee's doctor.

(e) Upon employment, employees will purchase one (1) pair of safety shoes, through the Company Safety Shoe Program. At the end of the probationary period, the Company will reimburse the employee the amount established by Corporate guidelines. Worn out shoes will be replaced by the Company upon return of the worn out shoes. Replacement for other reasons will be charged to the employee and deducted from his paycheck.

ARTICLE IX

ACCESS TO PLANT

(a) All Union officials representing Local 714 shall be given access to the shop when the occasion requires, after first notifying the Company.

ARTICLE X

GRIEVANCE PROCEDURE - DISCHARGE

(a) Any employee may be discharged or disciplined for cause, which shall include violations of the Company's work and safety rules.

(b) All grievances or disputes which may arise between the Company and the Union, during the term of this Agreement concerning an interpretation, discharge or disciplinary action or application or administration of any provision of this Agreement shall be adjusted in accordance with the machinery hereinafter set forth:

Step One: The grievance will first be submitted by the employee involved or the employee's shop steward to the representative of the Employer within five (5) work days from the date of the occurrence to the date the employee should have been aware of a possible violation.

Step Two: If the grievance is not adjusted in Step One then the matter shall be reduced to writing within five (5) work days and submitted to a representative of the Employer. Local management representatives in turn will have five (5) work days to respond to the grievance in writing and meet with Local Union members in an attempt to resolve the matter.

Step Three: If the grievance is not adjusted in Step Two then a representative of the International Union and a representative of the Employer will meet within ten (10) calendar days to discuss the grievance. In the event the grievance or dispute is not settled in Step Three within ten (10) calendar days after the Step Three meeting, then at the request of either party to the dispute, it may be submitted to arbitration for final determination.

A failure by the Union to proceed to any of the steps within the time limits set forth above shall be deemed to constitute acceptance of the Company's position at the preceding step of the grievance procedure. With regard to disciplinary grievances only, a failure by the Company to proceed to any of the steps within the time limits set forth above shall be deemed to constitute acceptance of the Union's position at the preceding step of the grievance procedure for that grievance only.

(c) Where arbitration is requested by either party, in accordance with the provisions of this Article, the parties shall attempt to agree on the selection of an Arbitrator. If an agreement cannot be reached within five (5) working days from the date on which arbitration is requested, then in such case the Chicago office of the American Arbitration Association shall be requested to submit a list of Arbitrators, pursuant to the rules of such Association. In the event the parties fail to reach an agreement as to the Arbitrator within five (5) working days from the date of their receipt of the aforesaid list, the American Arbitration Association shall designate the Arbitrator, pursuant to the rules of procedure of the American Arbitration Association for the selection of an Arbitrator. The parties agree that the Arbitrator's Award shall be final and binding upon them and the Arbitrator shall have broad powers and authority with respect to framing an award and a remedy, without changing the terms of this Agreement or the intent of the parties as expressed herein. Each party shall pay its own expense in connection with any arbitration proceedings, as well as one-half (1/2) of the expense of the Arbitrator.

(d) Write-ups by the Company must be issued within five (5) working days of its discovery of the incident upon which the write-up is predicated except with respect to write-ups for excessive absenteeism or tardiness, which must be issued, based on the Company's Attendance Procedure. A failure by the Company to issue a write-up within these time limits shall be deemed a waiver of its right to take any action with respect to the incident involved.

(e) A grievance must be set forth in the form attached to this Agreement as Exhibit A and filed not later than five (5) working days after the event on which it is predicated. A failure to file a grievance within the period specified shall be deemed a waiver of any rights with respect to the incident involved.

(f) The Company shall respond to all grievances in writing within five (5) working days of receipt of the grievance.

(g) Any loss of pay, once a grievance is settled involving loss of pay, will be paid to the employee in the most practical and efficient manner, but no longer than two (2) weeks.

(h) Extensions of any of the time limits set forth in this Article must be agreed upon by both the Company and Union and set forth in writing.

An employee may be discharged for cause, and any dispute arising as a result of such discharge shall be subject to the grievance procedure, including arbitration as therein provided.

(i) When an employee is discharged, laid off or quits, the management agrees that upon request of a Union Steward or the employee involved, it shall discuss the conditions under which the employee is leaving. This shall be done during working hours and shall be on Company time.

(j) Whenever an employee is subject to a disciplinary suspension for a work rule violation for other than serious misconduct, the Company will refrain from imposing the suspension until the Company and Union representative have an opportunity to discuss the grievance during a Second Step grievance meeting. If the dispute is not resolved at this Step, the employer reserves a right to impose the suspension and the Union reserves a right to proceed to the next Step of the grievance procedure.

(k) Warning notices for disciplinary reasons will be void after twelve (12) months from the date they are issued. It was understood that this twelve (12) month statute of limitations has no application for the drug or alcohol policy. Warning notices for safety rule violations will be void after a period of twenty-four (24) months.

ARTICLE XI

WAGES AND JOB CLASSIFICATIONS

- (a) The wage rate, classification and job definitions shall be set forth in Exhibits B-1 and B-2 attached hereto and incorporated herein as if fully set forth.
- (b) When a helper is assigned by the Employer to a Maintenance Mechanic on a particular maintenance job and the work performed by the helper requires mechanical aptitude and experience, such helper will be secured from the employees possessing the mechanical aptitude and experience required to perform the job.
- (c) Employees regularly assigned to work a 2nd shift shall receive twenty-five (25) cents per hour above the minimum base rate of pay and employees regularly assigned to work a 3rd shift shall receive thirty (30) cents per hour above the minimum base rate of pay. The shift differential paid to employees regularly assigned to work the 2nd or 3rd shift will be included in their holiday and vacation pay.
- (d) It is further agreed that there shall be no reduction in the rate of pay of any individual employee who is now being paid over the minimum rates provided herein for the labor grade in which he is now employed so long as he continued to be employed in that labor grade, unless due to error.
- (e) All employees shall be paid according to classification of the job, and the rate of pay per hour shall be determined by the class of work performed and not on the basis of the individual. When an employee is moved to a higher position at the discretion of management during their regular eight (8) hour shift, the employee will receive the higher rate for the time the employee actually works at the higher position up to a maximum of two (2) hours. If the employee works at the higher position for more than two (2) hours during his regular eight (8) hour shift the employee will receive the higher rate for that entire eight (8) hour shift.
- (f) It shall be the right of the Company to determine in what classification an employee belongs.
- (g) No additional jobs or duties will be added without review with the Union beforehand, including establishing a new rate for additional responsibilities.
- (h) The Company may from time to time designate an employee or employees to function as a leadperson. When functioning as a leadperson, such employee shall receive an extra fifty cents (50¢) in addition to their base hourly rate. Leadpersons will not be entitled to the 25¢ training premium noted in subparagraph (j). Employees shall function as leadpersons at the discretion of the Company and this section shall not be construed to guarantee any particular individual or individuals the position of leadperson nor guarantee that the Company will at all times use leadpersons. When in the Company's discretion an employee is no longer properly functioning as a leadperson or

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the Company no longer needs a leadperson, they shall be informed and the premium pay shall cease.

- (i) Rates currently being paid to red-circled employees will be discontinued in the event they are promoted, resign or are discharged. Workers succeeding them in their functions will be paid according to rates established in this Contract.
- (j) Any employee assigned will train either a new employee or an employee transferred or promoted to a position that requires training. Any employee training for a minimum of (8) hours will receive twenty-five (25) cents extra added to the employee base rate for the eight (8) hours spent training. If an employee trains for less than eight (8) hours in a day, no training premium will be paid.

ARTICLE XII

MANAGEMENT RIGHTS

- Except as otherwise relinquished by the express written provisions of this Agreement, the Company retains all Management rights and functions. Without limiting such Management rights in any way or degree, they include by way of illustration:
- (a) The sole and exclusive determination of the products to be produced or the material to be used or the size and character of inventories, or the processes, facilities, methods, quality standards, or schedules; and the sole and exclusive right to plan, direct and control plant operations including the volume, modification, establishment, elimination, discontinuance or sale of any or all operations or any part thereof including individual products or services or product lines, facilities or processes.
 - (b) The sole and exclusive determination of the layout and equipment to be used in the business; the processes, techniques, methods and means of production and distribution, as well as the sole and exclusive right to introduce new machines, methods, processes, jobs, classifications, or work duties, or to change, delete or combine existing machines, methods, processes, jobs, classifications, or work duties.
 - (c) The sole and exclusive determination of the size of the work force and the individuals to be hired and the training, allocation or assignment of work or workers; and the right to recall, transfer, promote, demote, lay off, or for just cause to suspend or to discharge Employees.
 - (d) The sole and exclusive right to establish and change quality standards and the judgment of workmanship required to be performed by Employees.
 - (e) The sole and exclusive right to maintain discipline and the control and use of plant property and facilities, and the determination of safety and health measures.

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(f) The sole and exclusive determination, amendment, elimination and enforcement of work rules and regulations including the testing for the presence of drugs and/or alcohol. The Company will discuss with the Union any additions or changes to company work or safety rules.

(g) The sole and exclusive determination of the nature and extent of work and/or products, if any, to be discontinued or contracted or transferred out and the persons, means and methods to be so utilized. The Company will notify the Union prior to having a subcontractor perform work in the plant that Employees normally and regularly perform.

The exercise or non-exercise of the rights retained by the Company shall not be deemed a waiver of any such right nor prevent the Company from exercising any such right in any way in the future.

ARTICLE XIII

STRIKES AND LOCKOUTS

(a) Neither the Union, its officers, its representatives, its members nor any employee shall authorize, instigate, aid, condone or participate for any reason or in any manner in any kind of strike, slowdown, sit down, sympathy strike, stoppage of work, boycott, picketing, refusal to work, or any other form of interruption of the operation of the Company. The Company shall not lockout any employee, but the failure to operate in whole or in part due to a strike shall not constitute a lockout.

(b) If any strike or slowdown is threatened or occurs, the Union agrees to use every means at its disposal to disavow, prevent, and terminate such action and to maintain full production.

(c) Any employee who violates this Article will be discharged by the Company, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XIV

INSURANCE

(a) Each employee who has completed ninety (90) days of active service and is then actively at work shall be eligible for medical and dental benefits as provided in the 1999 - 2003 Collective Bargaining Agreement.

(b) Effective April 1, 2003, for each Employee who meets the eligibility requirements and who pays the proper monthly premium/coast for these benefits, shall participate in the BWAY Corporation Health Insurance Program. This currently is a choice of an HMO or PPO plan. The monthly employee deduction for calendar 2003 is currently:

	HMO	PPO	Dental Option
Single	\$ 46.00	\$ 63.00	\$10.00
Family	\$115.00	\$190.00	\$16.00

(c) Annually, beginning January 1, 2004 employees shall choose between the health care options available to the Company's Selected and Coll Line Employees at its Franklin Park, IL facility. Any change in the payment deduction for the Company's Selected and Coll Line Employees will also be applied to employees covered by this agreement.

(d) The Company will utilize the Section 125 Benefit Plan to allow employees to submit their share of the health and welfare premiums on a pre-tax basis, i.e., the employee will not be taxed for state, federal or FICA taxes for the amount of insurance premiums contributed toward the health plan as provided by law.

(e) The Company agrees to provide to all employees completing ninety (90) days of service a short term non-work related disability benefit in the amount \$170.00 per week for thirteen (13) weeks. Effective April 1, 2003 the short-term non-work related disability benefit will increase from \$170.00 to \$220.00 per week for thirteen (13) weeks. Effective March 1, 2004 the short-term non-work related disability benefit will increase from \$220.00 to \$240.00 per week for thirteen (13) weeks. Effective March 1, 2005 the short-term non-work related disability benefit will increase from \$240.00 to \$260.00 per week for thirteen (13) weeks.

(f) The Company shall select the insurance carrier or carriers to provide the benefits described above and may change the carrier or carriers from time to time for any or all such benefits, as the Company may decide. The Company may also decide, from time to time, to self insure any or all or some portion of such benefits or to change from self insurance to an insurance carrier or vice versa.

ARTICLE XV

CONDITIONS FOR EMPLOYEES

(a) In the event of a death in a non-probationary employee's immediate family and the employee is absent in order to attend the funeral, the Company shall pay to such an employee an amount for up to but not to exceed three (3) consecutive scheduled work days, of not more than eight (8) hours each for employees on a "basic work week," two (2) consecutive scheduled work days of not more than twelve (12) hours each for employees on a "continuous operation work week." The controlling period of such absence shall be made from the date of death to the date of the funeral. In the event a deceased member of the employee's immediate family is not buried immediately, the employee can elect to take off the first two (2) or three (3) days starting with the date of death or the last two (2) or three (3) days from and including the date of the funeral. Each employee can make his or her own election.

Payment shall not be made for any day on which regular work is not scheduled.

An employee requiring additional funeral leave time must make the request by notifying the Company in advance of the funeral leave. The additional time off will be considered as an unpaid personal leave that will not be counted against the employee under the Corrective Attendance Point Policy Program.

The Company may at its option require an employee to provide proof of death, proof of the deceased relationship to the employee and/or proof of the employee's attendance at the funeral. The term "immediate family" is defined herein to the employee's legal spouse, children, sisters, brothers, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, and natural grandparents.

(b) When an employee is called to do jury duty, the Company agrees to pay the employee the difference in pay that the employee loses subject to the following conditions:

1. The employee must provide the Company notice of the jury duty at least five (5) work days before the jury duty is to begin by giving the Company a copy of the summons he or she has received.
2. Upon completion of jury duty, the employee must provide the Company with a copy of the check he received from the Court as payment for jury duty service.
3. An employee will be eligible to receive jury duty pay for only one (1) period of jury duty service each year.

(c) Effective January 1, 1997, all non-probationary employees on a "basic work week" will be eligible to receive one (1) day at their eight (8) hours of straight time hourly rate for one (1) paid personal day off per year. All non-probationary employees on a "continuous operation work week" will be eligible to receive one (1) day at their twelve (12) hours of straight time hourly rate for one (1) paid personal day off per year. The employee may take this paid personal day in conjunction with vacation provided it is scheduled with vacation by January 31 of each calendar year. The selection of who can take the personal paid day off other than in conjunction with vacation will be on a first come - first serve basis. There is a limit on how many employees can be off at the same time. The Company must by given at least two (2) weeks advance notice.

(d) Non-probationary employees will also be eligible to receive one (1) unpaid personal day off per contract year provided the employee requesting the personal day gives the Company a minimum of two (2) work weeks advance notice and provided the day selected is approved by the Company. The approved personal day noted will not be counted under the Corporate Attendance Plan.

(e) Any employee who is injured on the job shall, on the date of the injury, be paid for the full day upon doctor's verification. In the event subsequent doctor visits are necessary, the Company will attempt to schedule subsequent doctor visits, as a result of an in-plant injury, on Company time. If an employee is scheduled during working hours, he or she will only be paid up to a maximum of four (4) hours at straight time pay on any particular work day. An extra one (1) hour, if verified, as needed and approved by the Company will also be paid on a straight time basis.

(f) An employee with one (1) year or more seniority rights may be granted a leave of absence without pay for personal reasons not to exceed thirty (30) calendar days without loss of seniority, provided there is a mutual agreement between the Union and the Company on that leave of absence. An employee requesting a personal leave of absence must have used all allowed vacation prior to any consideration for granting a leave of absence.

(g) With respect to medical leave, evidence of inability to return to work may be required in case of prolonged absence.

(h) When matters of mutual interest, which are not appropriate for consideration under the Grievance Procedure, arise, the Company and the Union will mutually agree to discuss. The time and location of the meetings will also be mutually agreed upon. The Employer and the Union shall each designate not more than three (3) representatives to sit on the Labor/Management Committee for this purpose.

(i) The Corporate Corrective Attendance Program for attendance and tardiness and the Attendance Recognition Award Program will be followed.

ARTICLE XVI

PENSION PLAN

(a) The Company agrees to continue to contribute to the Central States Southeast, and Southwest Areas Pension Fund Class 10, the sum of \$51.00 per week, increasing to \$55.00 per week effective March 7, 2004, and increasing to \$61.00 per week effective March 6, 2005.

ARTICLE XVII

WAGE FREEZE

(a) In the event of war, a wage freeze, or a national emergency, either party, the Company or the Union, has the right to reopen this Agreement immediately upon written request to the other. Should either party invoke this Article to reopen discussions during the term of this Agreement and no changes are agreed within 15 days of the first meeting, then this Agreement shall continue in full force and effect until the expiration date listed in the existing Article XXI "Effective Date and Duration."

ARTICLE XVIII

SEPARABILITY, WAIVER AND ENTIRE AGREEMENT

(a) Separability - In the event any of the provisions of this contract are found to be in conflict with any valid and applicable Federal or State Law now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions, without in any way, affecting the remainder of this Agreement.

(b) Waiver and Entire Agreement - The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Company and the Union each voluntarily and unqualifiedly waive the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire Agreement between both parties and concludes collective Bargaining For its term subject only to a desire by both parties to mutually agree to, in writing, amend or supplement at any time.

ARTICLE XIX

NEW EMPLOYEES

(a) All new employees will automatically be placed at the Hire Rate for the Labor Grade of the job in which they are working as shown in Exhibit B-2. Pay progressions to the top rate for each of the Labor Grades is shown in Exhibit B-2.

(b) Meritorious workers may be increased to the top rate, at the discretion of the Company, prior to the time limit set forth in Exhibit B-2, provided that there is no discrimination.

ARTICLE XX

SEVERANCE PAY

When in its sole judgment, the Company decides to close permanently the plant, not merely reduce the working forces because of a decline in business or close the plant for other reasons beyond the Company's control, and terminate the employment of individuals, qualified employees whose employment is terminated as a result thereof shall be entitled to a severance allowance.

To qualify for severance an employee must:

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(a) Have been employed by the Company as of March 3, 1988;

(b) Be actively employed until the time of his termination, determined by the Company;

(c) Exercise his seniority to fill jobs for which he is qualified until terminated by the Company;

(d) Continue to perform his job in a satisfactory manner until terminated by the Company;

As a condition of accepting severance allowance, an employee shall be required to sign the following statement: "In consideration of the payment to me of severance pay, the receipt of which I acknowledge, it is understood and agreed that all employer-employee rights between BWAY Manufacturing Inc. and me, as set out in the agreement between the Company and the IBT Local 714, are terminated, including but not limited to, seniority rights, rights of re-employment and continuous service credits."

The severance allowance shall be:

Continuous Service	Weeks of Severance Pay
Employed prior to 3/3/89, but less than 3 years	1 week
3 years, but less than 5 years	2 weeks
5 years, but less than 7 years	4 weeks
7 years, but less than 10 years	6 weeks
10 years or more	8 weeks

Weekly severance shall be calculated in the same manner as vacation pay.

ARTICLE XXI

EFFECTIVE DATE AND DURATION

(a) This Agreement shall be effective at 12:01AM on April 5, 2003 and shall continue in effect to and including Midnight of March 6, 2006 and thereafter for successive yearly periods, unless at least sixty (60) days prior to the expiration of this Agreement either party shall give written notice to the other of its intention to modify or terminate this Agreement. Such notices shall be sent certified mail to the Company at its office at 3400 North Powell Avenue, Franklin Park, Illinois 60131 and to the Union at its office at 6815 West Roosevelt Road, Berwyn, Illinois 60402. A copy of this Agreement will be provided for each employee.

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For the Company,
Bway Manufacturing, Inc.

Joseph M. Frabotta
Joseph M. Frabotta

Neel Santangelo

For the Union,
LOCAL NO. 714, I.B. OF T.C.W.
AND H. OF A.

Genaro Rodriguez
Genaro Rodriguez

Tom F. Harchul
Tom F. Harchul

Edgar E. Acosta
Edgar E. Acosta

John J. Gonzalez
John J. Gonzalez

Daniel J. Mason
Daniel J. Mason

EXHIBIT A - GRIEVANCE BLANK
BWAY MANUFACTURING, INC.
Franklin Park Plant

Revised April 2, 2003

Type or Print Only

GRIEVANCE

NUMBER

Consult your Steward for Advice

Step: 1 2 3 4 < (circle number of step)

Distribution

Date filed at the above Step: _____

1. Original Copy to

Employer

2. 2nd Copy to

Date of Incident/Violation: _____

3. 3rd Copy to

Steward

(At the above

PRESENTED TO: _____

(Print employer representative's name/title)

Step)

Grievance facts/Reason for Appeal to next Step. (If Step #1 - State Article(s) and Section(s) of Contract violated, and remedy sought.) (If Step #2, Step #3, or Step #4, State reasons for advancing grievance.)

(Use additional paper if necessary)

Total Pages: _____

Employee Please Print Name: _____

Date: _____

Signature of Employee: _____

Date: _____

Signature of Steward: _____

Date: _____

Signature of Employer Representative: _____

Date: _____

Signature of Employee Receiving Response: _____

Date: _____

FINAL SETTLEMENT (see attached, if necessary): _____

EMPLOYER RESPONSE: _____

EXHIBIT B-1

These Classifications and rates are to be applied to BWAY Manufacturing, Inc. Franklin Park, employees hired before 02/20/87 according to Article X, Section (a):

Labor Grade	Job Title	3/3/02	3/3/03	3/7/04	3/6/05
1	Janitor (Cleaner)	\$14.95	\$15.40	\$15.90	\$16.45
2	Bandier	\$15.15	\$15.60	\$16.10	\$16.65
2	Stacker Operator	\$15.35	\$15.80	\$16.30	\$16.85
3	Gauge Miking Operator (Sorter)	\$15.40	\$15.85	\$16.35	\$16.90
4	In Line Bundle Turner	\$15.60	\$16.05	\$16.55	\$17.10
	Waxer Operator				
	Sitter Operator				
	Tagger				
	Forklift Operators:				
	Production Department				
	Shipping and Receiving				
	Sorting Department				
5	Paint Room Attendant	\$15.85	\$16.30	\$16.80	\$17.35
	Forklift Operator:				
	Warehouse				
6	Conlor Operator	\$16.15	\$16.60	\$17.10	\$17.65
	Set-up Person				
7	Roller Cutter	\$16.50	\$16.95	\$17.45	\$18.00
	Maintenance Mechanic				
8	Mechanic	\$18.10	\$18.55	\$20.05	\$20.60
	Electrician				
	Mechanic A				

EXHIBIT B-2

It is agreed that all new employees will be hired at rates established in accordance with the applicable progression schedule listed below. After the initial thirty (30) days of employment, the new employee will receive the rate indicated in the applicable 30 Days column.

Following the above period after ninety (90) days of service, the employee will begin to receive ninety (90) day evaluations from his/her supervisor. Based on criteria determined by management employees receiving a positive review (ratings of good or very good in all criteria) will receive an increase of \$.31 / per hour. This cycle will continue every 90 days until the applicable rate listed in Exhibit B-1 is achieved.

In the event of a negative review, the process will be delayed by ninety (90) days, and the increase not given until a positive review is obtained. Every ninety (90) days an evaluation will occur until a positive review.

Progression Schedule					
Labor Grade	Hire Rate	30 Days	First Successful 90 Day Review	Next Successful 90 Day Review	Final Successful 90 Day Review
1	\$ 13.80	\$ 14.15	\$ 14.48	\$ 14.77	\$ 15.08
2	\$ 14.10	\$ 14.35	\$ 14.65	\$ 14.97	\$ 15.28
2	\$ 14.30	\$ 14.55	\$ 14.86	\$ 15.17	\$ 15.48
3	\$ 14.35	\$ 14.60	\$ 14.91	\$ 15.22	\$ 15.53
4	\$ 14.55	\$ 14.80	\$ 15.11	\$ 15.42	\$ 15.73
5	\$ 14.80	\$ 15.05	\$ 15.36	\$ 15.67	\$ 15.98
6	\$ 15.10	\$ 15.35	\$ 15.68	\$ 15.97	\$ 16.28
7	\$ 15.45	\$ 15.70	\$ 16.01	\$ 16.32	\$ 16.63
8	\$ 18.05	\$ 18.30	\$ 18.61	\$ 18.92	\$ 19.23

Progression Schedule					
Labor Grade	Hire Rate	30 Days	First Successful 90 Day Review	Next Successful 90 Day Review	Final Successful 90 Day Review
1	\$ 14.40	\$ 14.65	\$ 14.96	\$ 15.27	\$ 15.58
2	\$ 14.60	\$ 14.85	\$ 15.16	\$ 15.47	\$ 15.78
2	\$ 14.80	\$ 15.05	\$ 15.36	\$ 15.67	\$ 15.98
3	\$ 14.85	\$ 15.10	\$ 15.41	\$ 15.72	\$ 16.03
4	\$ 15.05	\$ 15.30	\$ 15.61	\$ 15.92	\$ 16.23
5	\$ 15.30	\$ 15.55	\$ 15.86	\$ 16.17	\$ 16.48
6	\$ 15.60	\$ 15.85	\$ 16.16	\$ 16.47	\$ 16.78
7	\$ 15.95	\$ 16.20	\$ 16.51	\$ 16.82	\$ 17.13
8	\$ 18.55	\$ 18.80	\$ 19.11	\$ 19.42	\$ 19.73